

<b>INFORMATION TO OFFERORS OR QUOTERS</b>  (Section A - Cover Sheet)	1 SOLICITATION NO. N00174-00-R-0017	2. (X one) <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department NAVSEA Indian Head 101 Strauss Avenue Indian Head, Md. 20640-5035
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4. ITEM TO BE PURCHASED (Brief description)  

**Engineering and Technical Support Services**

5. PROCUREMENT INFORMATION (X and complete as applicable)		
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)	
<input checked="" type="checkbox"/>	(1) Small Business	
<input type="checkbox"/>	(2) Labor Surplus Area Concern	
<input type="checkbox"/>	(3) Combined Small Business/ Labor Area Concern	

6. ADDITIONAL INFORMATION:  

Previous History: Contract N00174-95-D-0007, awarded 21 April 1995.  
 Awarded to: National Associates, Inc. This was a five year contract with a base year and four one year options. The total ceiling amount was for \$19,779,661.00

**Offerors are advised to carefully read the Instructions and Offeror Requirements in Section L.**

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL		
7 NAME AND ADDRESS Donna M. Chaney ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) (301) 744-6656	NO COLLECT CALLS

8. REASONS FOR NO RESPONSE (X all that apply)				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify)		THE TYPE OF ITEMS INVOLVED	
9. MAILING LIST INFORMATION (X ONE)				
<input type="checkbox"/>	YES		<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED				
10. RESPONDING FIRM				
a. COMPANY NAME			b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX  
STAMP  
HERE

FROM:

SOLICITATION NUMBER	
DATE (YYMMDD)	LOCAL TIME

TO: SUPPLY DEPARTMENT  
INDIAN HEAD DIVISION, NSWC  
101 STRAUS AVENUE  
INDIAN HEAD, MARYLAND 20640  
CODE:

FOLD

<b>SOLICITATION, OFFER AND AWARD</b>		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED <b>DO-S10</b>	PAGE OF 1 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00174-00-R-0017</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 8/8/00	6. REQUISITION/PURCHASE NO.
7. ISSUED BY SUPPLY DEPARTMENT NAVSEA Indian Head INDIAN HEAD MD 20640-5035 <b>ATTN: DONNA M. CHANEY, CODE 1142B, (301) 744-6656</b>			CODE <b>N00174</b> 8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SUPPLY DEPARTMENT. BLDG 1558</u> until <u>3:00 PM EST</u> local time <u>7 Sept 2000</u> (Hour) (Date)		
CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL	A. NAME <b>DONNA M. CHANEY, CODE 1142B</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(301) 744-6656, FAX (301) 744-6547</b>

### 11. TABLE OF CONTENTS

( )	SEC.	DESCRIPTION	PAGE(S)	( )	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS					
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) ( ) <input type="checkbox"/> 41 U.S.C. 253 (C) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
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LOT I - BASE YEAR (Date of award through 365 days thereafter)

0001	The contractor shall provide <b>technical training support services</b> to include labor, ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem)and facilities for Tasks 0401 through 0407 in accordance with the description and specifications set forth in Section C of the solicitation/contract.	1	lot	\$_____
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Total Cost	\$_____
Total Fixed Fee	\$_____
Total Cost Plus Fixed Fee	\$_____

LOT II - OPTION I (Date option exercised through 365 days thereafter)

0002	The contractor shall provide <b>technical training support services</b> to include labor, ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem)and facilities for Tasks 0401 through 0407 in accordance with the description and specifications set forth in Section C of the solicitation/contract.	1	lot	\$_____
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Total Cost	\$_____
Total Fixed Fee	\$_____
Total Cost Plus Fixed Fee	\$_____

LOT III - OPTION II (Date option exercised through 365 days thereafter)

0003	The contractor shall provide <b>technical training support</b>	1	lot	\$_____
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**services** to include  
 labor, ODC's (Associates/Consultants,  
 Supplies/Materials, and Travel/Per Diem)  
 and facilities for Tasks 0401  
 through 0407 in accordance with the  
 description and specifications set  
 forth in Section C of the solicitation/contract.

<b>Total Cost</b>	\$ _____
<b>Total Fixed Fee</b>	\$ _____
<b>Total Cost Plus Fixed Fee</b>	\$ _____

**LOT VI - OPTION III (Date option exercised through 365 days thereafter)**

0004      The contractor shall provide      1      lot      \$ \_\_\_\_\_  
**technical training support**  
**services** to include  
 labor, ODC's (Associates/Consultants,  
 Supplies/Materials, and  
 Travel/Per Diem) and facilities for  
 Tasks 0401 through 0407 in accordance  
 with the description and specifications  
 set forth in Section C of the  
 solicitation/contract.

<b>Total Cost</b>	\$ _____
<b>Total Fixed Fee</b>	\$ _____
<b>Total Cost Plus Fixed Fee</b>	\$ _____

**LOT V - OPTION IV (Date option exercised through 365 days thereafter)**

0005      The contractor shall provide      1      lot      \$ \_\_\_\_\_  
**technical training support**  
**services** to include labor, ODC's  
 (Associates/Consultants,  
 Supplies/Materials, and Travel/Per Diem)  
 and facilities for Tasks 0401 through  
 0407 in accordance with the description  
 and specifications set forth in  
 Section C of the solicitation/contract.

<b>Total Cost</b>	\$ _____
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Total Fixed Fee        \$ \_\_\_\_\_  
 Total Cost Plus Fixed Fee    \$ \_\_\_\_\_

**NSP = NOT SEPARATELY PRICED**

**LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (        %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The

costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)**

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### STATEMENT OF WORK WEAPONS TRAINING PROGRAM SUPPORT

#### Scope and Background

The Naval Surface Warfare Center, Indian Head Division is and has been at the forefront of fleet maintainer and operator training solutions. Included among the Division's wide array of support services are: The design and manufacture of weapons trainers and simulators; the development and production of multi-media training solutions for Interactive Multimedia Instruction (IMI), such as: computer-based training and interactive courseware, Interactive Electronic Technical Manuals and research and development of Advanced Distributive Learning (distance learning) methods and products.

For the continuing execution of Training Support Programs including, but not limited to: CRADA and SWTRR, Air-to-Air and Air-to-Ground Weapons Systems, UAV and Predator Systems, LAU-138, JSOW, HARM, AIM-7P/R, 9M, 9X, 120A, 120B, 120C, SLAM-ER, JDAM, T-45 Trainer Aircraft, Ordnance Fundamentals Courses, Maritime Prepositioning Forces, Hazardous Materials Driver Training Courses, Stores Management Systems, Aerial Targets Tactical Training Ranges, Pioneer Unmanned Aerial Vehicles, 2BN to 4BW Trainer, AH-1W Suite Training, AOOC, VTUAV, Reserve Perspective Commanding Officer Courses, P-3C, AV-8B, Aerial Refueling Systems, F-18, Dental Technician Navy Support Training, and Tactical Control Systems, contract support services are required by Naval Surface Warfare Center, Indian Head Division. The contractor shall provide engineering, management and technical services to support the design, development, acquisition, evaluation, validation and verification, certification and Life Cycle Support of Training Instructional Systems and Devices. Training system support is required in the following major areas:

- Training Systems Design, Development, Analysis, and Evaluation
- Training Data Management, Preparation, Storage, and Retrieval
- Human Factors Engineering and Analysis
- Instructional System(s) Development/Design
- Automated Management Systems Design, Development, and Implementation
- Training and Technical Services Integrated Product Team Support
- Advanced Distributive Learning/Distance Learning
  - Trainer/Training Equipment

#### Specific Contractor Tasking and Requirements

##### Task 0401 - Training System Design, Development, Analysis and Evaluation

A. The contractor shall support existing training systems engineering analysis in support of various design agent activities from developmental stages and assist in the process of qualification (validation/ verification) and in-service modification in order to provide the optimal total training system. Tasks to be performed include, but are not limited to:



1. Assist and support design, development, refinement, performance and reliability studies.
  2. Assist and support the analysis of effects of proposed design changes on each particular system via Engineering Change Proposals (ECPs), Request for Waiver (RFWs) and Requests for Deviation (RFDs).
  3. Assist and support cost and production tradeoff studies on Product Improvement Program (PIP) candidate materials.
  4. Assist and support hardware instructional material candidates and submit recommendations.
  5. Assist and support structural, model and fatigue analyses and work in conjunction with the certification process of flight safety and air certification capabilities for captive carriage shapes and safe separation of training shapes from the carrying vehicles.
  6. Assist and support evaluation of structural, environmental and aero-loading tests for developmental prototypes in accordance with the requirements for the system objectives and existing and emerging systems for expansion of mission objectives.
  7. Assist and support the design, development, evaluation, testing and analysis of instructional systems.
  8. Assist and support the analysis, evaluation and testing necessary to validate and verify training systems designs in accordance with system specifications or requirements.
- B. Assist and support the evaluation of systems' mission, Integrated Logistics Support Requirements, Operational and Maintenance concepts and baseline comparison systems data to perform Front End Analysis (FEA) on new and existing weapons systems as identified herein (but not limited to) the following tasks:
1. Assist and support FEA of training requirements determination. FEA tasks shall include the following:
    - a. Assist in design selection; feasibility studies, training system definitions, Navy Training System Plan data, personnel and training cost data, Data for Logistics Support Analysis (LSA)/Logistics Support Analysis Requirements (LSAR) and a basis for Detailed Instructional Systems Design (ISD).
    - b. Assist in the study of alternatives analysis, trade-off and optimal design for the development of requirements.
    - c. Assist in the study of training strategies and interaction with other program documentation, products and communication networks.
  2. Assist in training systems analysis consisting of occupational, personnel, task, media, and skill analyses, and training system alternatives.
  3. Assist in training system design influence consisting of new

technologies assessment and technology transfer; human factors analysis and design tradeoffs; training system design components; simulator device requirements and fidelity analysis.

4. Assist in cost and training effectiveness analysis consisting of; alternative training system configurations; acquisition and life cycle cost analysis; training effectiveness analysis; cost and effectiveness trade off studies and training systems deficiencies and functional specifications.

C. The contractor shall provide engineering and technical support services for the accomplishment of training efforts including, but not limited to:

1. The performance of training device design reviews and planning, design, engineering, feasibility, produceability and support studies.
2. Development and/or evaluation of procedural and technical documents including engineering, fabrication and test plans, specifications, procedures and reports.
3. Generation, review and/or maintenance engineering, management and support plans and documents such as configuration management plans and integrated logistics plans.

D. The contractor shall evaluate Fleet problems and analyze procedures related to support functions such as:

1. Providing recommendations regarding improvement, of training equipment, devices, simulators and other training related system components.

E. The contractor shall provide life cycle product support including, but not limited to:

1. Coordinating design changes with spare parts provisioning documentation.
2. Failure data tracking and determine if failures are related to abuse, misuse, external systems problems, environment, faulty component or design deficiencies.
3. On-sight equipment disposition and repair and fleet retrofit and installation.

F. The contractor shall provide product support for post-production training systems including, but not limited to:

1. Training system and equipment transition plan development.
2. Product support process monitoring.
3. Design engineering and logistics management.
4. Process improvement recommendations and attend transition readiness reviews.

G. The contractor shall perform reverse engineering to include engineering evaluation, testing and software documentation in support of training efforts. Pertinent available government data shall be provided to the contractor. The reverse engineering technique shall be performed on government designated technical training equipment items currently being purchased sole source due to questionable data rights, diminished sources of supply, inadequate technical data packages, or other competition-limiting factors work will be performed on government.

1. Conduct evaluations and identify training systems, subsystems or parts for reverse engineering. Specifically, the contractor shall review potential candidates submitted by the government. Establish and maintain data files; conduct equipment need and inventory requirement assessments; develop or acquire additional data; determine optimum performance criteria and/or characteristics; conduct market investigations and evaluated feasibility from alternate sources; prepare economic analysis, cost assessments and prepare cost and time estimates for the preparation/completion of competitive Technical Data Packages.

2. Perform reverse engineering on selected training systems, subsystems or parts and provide the data to the government to prepare a Technical Data Package suitable for competitive procurement.
3. Disassemble systems, subsystems and assemblies to the component level necessary to perform dimensional analyses and physical configuration audits.
4. Prepare a draft Technical Data Package including currently accepted specifications and standards and provide to government for approval.
5. Assist in the validation of the Technical Data Packages, perform testing of fabricated assemblies to ensure interchangeability, performance, reliability, and endurance and safety adequacy of end item training system components and assemblies.

**Task 0402 - Training Data Management, Preparation, Storage, and Retrieval**

- A. The contractor shall be required to analyze training systems information library requirements and make recommendations on acquiring, maintaining, storing, retrieving and disseminating all types of training information, providing continual information on emerging technology for training systems and recommending a means to disseminate the information to appropriate managers/users.
- B. The Contractor shall manage training data provided by the government(course curricula, training plans, training materials, etc); training systems; and maintain a training information repository for research on a variety of subjects ranging from new technology, training advancements (both military and industry) and new trends in training as specifically directed on task orders issued under this contract. Information shall include, but not be limited to: historical data bases for lessons learned, data bases of all past and present training systems statistics, configuration management data and weapons training manuals.
- C. The contractor shall be able to provide continuous acquisition and life-cycle support (CALS) compliant technical data generation capabilities in accordance with MIL-STD-1840C
- D. The contractor shall provide training system documentation support services including, but not limited to, upgrading and revising, as necessary, engineering drawing packages to conform to currently acceptable specifications as required for various training systems, equipment and devices.

**Task 0403 - Human Factors Engineering and Analysis**

A. The contractor shall provide overall human factors engineering services support and provide recommendations to the Indian Head Division in the integration of human factors into training systems design and development activities, including, but not limited to: physical and mental capabilities, limitations studies, anthropometric and biomedical criteria, human-machine interface analysis, mission, function, and human requirements analysis, skill knowledge, aptitudes studies and performance assessments.

B. The contractor shall provide support in but not limited to: biomedical and psychosocial research, human-machine interface studies, job performance aids determination studies, human performance and personnel selection evaluations, human engineering and life support and safety.

**Task 0404 - Instructional System(s) Development/Design**

A. The contractor shall provide support services for postproduction support, equipment support, life cycle support, Front End Analysis (FEA) and Instructional Systems Development/Design (ISD). This support should include identifying operators; maintenance, safety, handling/loading, storage, software, hardware and embedded systems training and any other related training requirements. Support may also include organizational, intermediate and depot maintenance, qualification/certification/recertification programs and support for all new efforts, as well as development of training software (computer devices, Interactive Courseware (ICW), training media, etc.) and all documentation required supporting consolidated/ postproduction training efforts. Developed software and documentation shall become the sole property of the U.S. Government.

B. The contractor shall provide services in support of ISD including but not limited to:

1. Design, development, evaluation and analysis of training objectives, training syllabuses, curriculum outlines, instructors' and trainers' guides, quality control plans, lesson specifications, courseware, storyboards and/or scripts, flowcharts, Interactive Courseware (ICW), trainee objectives, instructional strategies, media selection justification, testing and debugging, media selection models, simulator functional descriptions, engineering specifications and military characteristics.

2. Development of training courseware for a computer based system including, but not limited to the gathering of content, development of storyboards and/or scripts and programming of courseware.

3. Production of Simulation Software, including tactical simulations and scenario generators for (engagement) trainers, which will be able to emulate the functions, conditions and response actions of the target system and/or environment to provide the trainee with the opportunity to apply the knowledge and skills acquired from the courseware and shall be CALS compliant IAW DOD standard MIL-STD-1840C.

4. Development of Computer Managed Instruction (CMI) Software (or a Training Management System) that assists in managing of an interactive courseware environment including trainee registering, content management, lesson assignment, routing, test delivery and scoring and performance monitoring and reporting.

5. Provide ICW development laboratory support that includes graphic arts and photographic services and program analysis services during acquisition of training products.

**Task 0405 - Training and Technical Services Integrated Product Team Support**

A. The contractor shall provide support via subject matter experts to assist Indian Head Division's Training and Technical Services Integrated Product Team and other IPT's where weapons and weapons training services are required.

B. The contractor shall develop qualification and certification, safety and general syllabi training materials in conformance with the current prescribed methodology and in standardized modular segments to permit tailoring to meet specific requirements, and present to government for approval and implementation.

C. The contractor shall provide support to conduct research and provide recommendations in training and media technology in areas including, but not limited to: Advanced Distributive Learning and Distance Learning, training design, training analysis technology, training innovation, Interactive Multimedia Instruction, automated training management systems, authoring languages and human factors analysis.

D. The contractor shall provide support to assist in evaluating and establishing training objectives, instructional strategies and media selection justification for Training Systems development through the study of documents such as Navy Training System Plans (NTSP), Maintenance Plans, etc.

E. The contractor shall provide Technical writing and editorial support services in support of the Indian Head Division's efforts. Technical support effort will involve the initial production, critical review, updating and reconstruction of technical documents including, but not limited to: technical plans and reports; training system publication and technical manuals (description, operation, and maintenance, etc.) and documents such as detail specification, maintenance requirement cards, equipment specifications, operational descriptions and computer software manuals.

**Task 0406 - Advanced Distributive Learning/Distance Learning**

A. The contractor is required to provide support services to analyze, design, develop, produce, implement, modify and assess ADL systems. This includes not only instructional material, but also hardware and software associated with ADL and communications.

B. The contractor shall provide support services relative to training data

product performance. This includes the training situation, instructional performance, instructional media requirements, instructional media design, training program structure, course conduct information, training conduct support, training evaluation and training system support.

C. The contractor shall provide support services for the verification of training data products. This includes verification for accuracy and completeness, life-cycle maintenance and performance requirements.

#### **Task 0407 - Trainer/Training Equipment**

- A. The contractor shall support planning of trainer and training equipment, including but not limited to; maintenance concepts, engineering changes, upgrades, logistics, and technical and managerial support requirements;
- B. The contractor shall assist in the following: design, develop, prototype, produce, integrate, install, test and evaluate, and verify and validate training equipment. The contractor shall also modify existing legacy training equipment as directed, based on the need as identified by Airframe Changes (AFCs), Trainer Equipment Change Requests (TECRs) and other change notices/requests. Final acceptance shall reside with the government.
- C. The contractor shall perform trainer equipment analysis to define, develop, and assist in the implementation of training requirements into training equipment. This includes assessment of new and existing technologies to meet training objectives.
- D. The contractor shall provide trainer support services in areas of, trainer interim support, initial spare and repair parts, repair of repairables, repair of GFE, trainer maintenance and overhaul, and trainer software maintenance as may be required.

#### **Requirements**

The contractor shall provide a funds/man-hour expenditure report, monthly, by the 15<sup>th</sup> of each month to the contract COR. This report must detail funds usage and man-hour usage for each delivery order awarded under the contract on a monthly basis, the report can be presented to the government COR in contractor format which will be approved by the COR. On a yearly basis the contractor shall provide a contract summary report. This report will detail progress made on each delivery order and provide the COR with a narrative of any problems encountered during the option year. This report is due on the anniversary of the award date (365 days after contract award), and can be presented in contractor format.

These reports are to be delivered to the following address:

Commander

NAVSEA Indian Head  
Attn: Brandi Chaney, Code PMB1, Bldg. D-326  
101 Strauss Avenue  
Indian Head MD 20640-5035

### **Facilities**

A. The contractor is required to establish and maintain a Local Indian Head Facility (LIHF) staffed with, as a minimum, a Program Manager and appropriate administrative/support personnel, no more than 10 minutes from the main gate of the Indian Head Division, NAVSURFWARCEN. It is **NOT** required that the actual performance of the work be at the LIHF; however, the contractor shall adhere to the delivery requirements of each delivery order. The Contracting Officer may at his or her sole discretion, direct the contractor to perform work at the Indian Head Division, NAVSURFWARCEN, or any other location specified. The contractor may request the permission of the Contracting Officer to perform specific work elsewhere, or to subcontract a portion of the work; however, all such requests may be approved or disapproved at the sole discretion of the Contracting Officer.

B. Facilities are required to have Confidential security clearance and control access work areas as specified in the DD254 form attached herein.

C. The contractor shall provide, at its facility established for the performance of the contract work, office space, telephone services and other reasonable assistance to the Contracting Officer's Representative (COR). Such space, services, and other assistance shall be provided in a manner that facilitates the safe and convenient performance of the COR's duties.

### **Personnel Qualifications (Minimum) (MAY 1997)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be



assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

**PROGRAM MANAGER (KEY PERSONNEL)**

(a) Education:

Bachelor's degree in engineering, physical science, management, or business discipline from an accredited college or university.

(b) Experience:

A total of at least ten years professional technical experience in the field of training systems development, production, operation or support; including six years of project management experience.

Five years of the forgoing experience must be demonstrated supervisory and managerial experience in training systems research, development, production, acquisition and utilization.

In lieu of the education requirement a total of eighteen years professional technical experience in the field of training system development, research, production, acquisition, operation or support may be substituted.

**SENIOR TECHNOLOGIST (KEY PERSONNEL)**

(a) Education:

A doctorate degree and ten years experience or a masters degree and twelve years experience in a recognized scientific or technical discipline from an accredited college or university.

(b) Experience:

Experience shall directly relate to the development of expert systems, state of the art methodologies and technologies, operations research, process methodology analysis, information technology, and concept prototype development associated with training and instructional systems.

**TECHNOLOGIST**

(a) Education:

A master's degree and ten years experience or a bachelor's degree and twelve years experience in a recognized scientific or technological discipline from an accredited college or university.

(b) Experience:

Experience shall directly relate to the development of expert systems, state of the art methodologies, operations research, process methodology analysis, information technology and concept prototype development associated with training and instrumental systems.

**SENIOR ANALYST** (KEY PERSONNEL)

(a) Education:

A bachelor's degree in an engineering, business, technical, education or related field from an accredited college or university.

(b) Experience:

A total of eight years experience in the development, acquisition, evaluation, and utilization of training systems, instructional tools, and associated training equipment.

Five years of the forgoing experience shall demonstrate understanding of developing planning data, training plans, budget and cost analyses, facility requirements, personnel requirements associated with the evaluation, utilization and life cycle support of training and instructional systems.

In lieu of the education requirement a total of fourteen years of professional experience in the evaluation, utilization, and life cycle support of training and instructional systems as well as associated equipment may be substituted.

**ANALYST**

(a) Education:

A bachelor's degree in an engineering, business, technical, education or related field from an accredited college or university.

(b) Experience:

A total of five years experience in the development, acquisition, evaluation and utilization of training systems, instructional tools, and associated training equipment.

Two years of forgoing experience shall demonstrate understanding of developing planning data training plans, budget and cost analyses, facility requirements, and personnel requirements associated with the evaluation, utilization, and life cycle support of training and instructional systems.

In lieu of the education requirement a total of ten years professional experience in the evaluation, utilization, and life cycle support of training and instructional systems as well as associated equipment may be substituted.

**INSTRUCTIONAL SYSTEMS SPECIALIST**

(a) Education:

A bachelor's degree in computer science or information systems from an accredited college or university.

(b) Experience:

A total of six years experience in the field of designing and developing computer based training products and automated instructional tools.

Three years experience in using off the shelf software, authoring and animation programs to develop interactive courseware and computer assisted instructional materials.

In lieu of the education requirement a total of ten years experience in the design and development of computer based training products and automated instructional tools may be substituted.

**TRAINING SPECIALIST**

(a) Education:

A bachelor's degree in an education or instructional discipline from an accredited college or university.

(b) Experience:

A total of eight years experience in the design, analysis, development, implementation, delivery, and effectiveness evaluation or training and training systems.

In lieu of the education requirement a total of twelve years experience in the design, development, implementation, delivery, and effectiveness evaluation of training and training systems may be substituted.

**LOGISTICS SPECIALIST**

(a) Education:

A bachelor's degree in management, business administration, engineering or related field from an accredited college or university.

(b) Experience:

A total of eight years experience in all elements of integrated logistics support to include life cycle support, configuration management, facilities, transportation, handling, and management of all supporting documentation.

In lieu of the education requirement a total of twelve year of analytical experience in the elements of total integrated logistics support for training and training systems may be substituted.

**ELECTRONICS TECHNICIAN**

(a) Education:

High school graduate or certificate of completion in electronics from an accredited technical institute.

(b) Experience:

A total of eight years experience utilizing schematics, test

equipment, and electronic theory in the troubleshooting, testing, modifying, designing, calibrating, installing, integration, maintaining, repairing, and fabrication of electronic systems, subsystems, and components.

### **MECHANICAL TECHNICIAN**

(a) Education:

High school graduate, trade school graduate, or certificate of completion in engineering or industrial technology from an accredited technical institute.

(b) Experience:

A total of eight years experience utilizing drawings, sketches, and standard layout procedures in the fabrication, modification, re-configuration, repair, assembly, and maintenance of mechanical hardware associated with training systems, subsystems and components.

### **COMPUTER SYSTEMS ANALYST**

(a) Education:

A bachelor's degree in computer science, physics, mathematics, or related field from an accredited college or university.

(b) Experience:

A total of six years of experience in software design, preparation, installation, improvement of software modifications, and research and troubleshooting of software related problems.

Three years experience in computer based systems design and maintenance, software diagnostics and network management.

In lieu of the education requirement a total of ten years experience in software design, diagnostics, implementation, and maintenance may be substituted.

### **ADMINISTRATIVE ASSISTANT**

(a) Education:

High school graduate

(b) Experience:

A total of five years experience in administrative functions such as job ordering and reporting, maintenance of security records, supervision of office support staff, and procurement of material or equipment necessary for task order performance.

**DATA MANAGEMENT SPECIALIST**

(a) Education:

A bachelor's degree in business administration or management from an accredited college or university.

(b) Experience:

A minimum of five years experience relating to data generation, management, control, and documentation standards.

Demonstrated knowledge of training products and programs such as maintaining chronological data, accounting logs, and process control information.

In lieu of the education requirement a total of ten years experience in generating, managing, and controlling data may be substituted.

**GRAPHICS SPECIALIST**

(a) Education:

A high school, trade school, or service school graduate.

(b) Experience:

A minimum of four years experience in developing 3D and 2D graphics and animations utilizing off the shelf software.

Ability to use line drawings, photographs, video, film and script storyboards as source information to develop graphics and animations.

**OFFICE AUTOMATION SPECIALIST**

(a) Education:

High school or business school graduate.

(b) Experience:

A minimum of three years experience in using office automation tools including windows based word processing, spreadsheets, databases, presentation graphics systems software.

**EDUCATION SPECIALIST**

(a) Education:

A bachelor's degree or service school equivalent in sociology, history, economics, psychology, international relations, social welfare, political science, public administration, or education from an accredited

college or university.

(b) Experience:

A minimum of eight years experience in conducting research, curriculum development, and planning/outlining methods of teaching or instruction.

Must demonstrate capability to review learning objectives, determine scope of project, and develop course of instruction.

In lieu of education requirements a total of twelve years of experience in planning and developing methods of teaching and instruction may be substituted.

### **MULTI-MEDIA SPECIALIST**

(a) Education:

A bachelor's degree in mass communications from an accredited college or university.

(b) Experience:

A minimum of five years experience in producing audio visual productions from inception to completion with an emphasis in interactive video production applications.

Must demonstrate ability to determine audiences and objectives of films, develop concepts, prepare and monitor production budgets, establish production schedule and select support personnel such as writers, illustrators, narrators, and performers.

### **SINGLE PROCESS INITIATIVE (NOV 1996)**

The Contractor shall comply with those Single Process Initiative (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

### **DEFINITIONS AND NOTES**

1. Associate/Consultant - The term associate/consultant as used in this solicitation is defined as an expert/specialist whose expertise is required to assist/support the contractor's own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractor's performance. In accordance with FAR 52.244-4, written approval of an associate/consultant shall be obtained from the contracting officer prior to use of the associate/consultant's services. Associate/consultants need not be identified upon submission of offeror's original proposal upon which award will be based; however they must be identified in proposals submitted in response to task orders issued under this contract.

2. Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and any teamed subcontractors with whom the

prime contractor has entered into firm commitments prior to award or any additional entities incorporated by mutual agreement (in accordance with FAR 52.244-4) subsequent to the award. **By submission of an offer and execution of a contract, the offeror agrees that in performance of the contract, the contractor, as defined above, will perform 50% or more of the total cost of each individual task order.**

3. Guaranteed Minimum - The guaranteed minimum amount shall be **\$100,000.00** applicable to the base year only.

**SECTION D - PACKAGING AND MARKING**

**MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (IHD/NSWC)**

(a) Marking shall be in accordance with ASTM D 3951-90,  
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg:

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight  
on the crate

**DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best  
commercial practice.

Classified reports, data and documentation shall be prepared for shipment in  
accordance with National Industrial Security Program Operating Manual  
(NISPOM), DOD 5220.22-M dated January 1995.



**SECTION E - INSPECTION AND ACCEPTANCE**

52.246-5                      Inspection of Services--Cost-Reimbursement. APR 1984  
252.246-7000                Material Inspection and Receiving Report.    DEC 1991

**INSPECTION AND ACCEPTANCE (DESTINATION) (NSWCIHD) (MAY 1997)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

**SECTION F - DELIVERIES OR PERFORMANCE**

52.242-15 Stop-Work Order. (AUG 1989) -- Alternate I APR 1984  
52.247-55 F.o.b. Point for Delivery of Government-Furnished Property APR 1984

**PLACE OF DELIVERY: DESTINATION (IHD/NSWC)**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Surface Warfare Center  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

**PERIOD OF PERFORMANCE (IHD/NSWC)**

The effort to be performed under this contract shall be completed within a period of **60 months subject to option provisions contained herein** beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of **60 months subject to option provisions contained herein** beginning with the effective date of this contract.

## SECTION G - CONTRACT ADMINISTRATION DATA

252.242-7000

Postaward Conference.

DEC 1991

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copy, to the "Contract Auditor" at the following address:

[X] unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to **the Contracting Officer's Representative**. Following verification, the "contract auditor" will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [ ] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.

[ ] is required only with the final invoice.  
 [X] is not required.

(f) A Certificate of Performance

[X] shall be provided with each invoice submittal.  
 [\*\*] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

\* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

\*\* Check appropriate requirements.

**INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January*
Martin Luther King's Birthday	January(3rd Monday)*
President's Day	February(3rd Monday)*
Memorial Day	May(last Monday)*
Independence Day	4 July*
Labor Day	September(1st Monday)*
Columbus Day	October (2nd Monday)*
Veteran's Day	11 November*
Thanksgiving Day	November(3rd Thursday)*
Christmas Day	25 December*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

#### **SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (IHD/NSWC)**

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center in connection with work to be performed under this contract. Approval for such issuances may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Naval Surface Warfare Center. This does not include badges temporarily authorized for contractor visitors to Naval Surface Warfare Center. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Surface Warfare Center. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

#### **CONTRACT ADMINISTRATION DATA LANGUAGE**

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<b>SECTION</b>	<b>TITLE</b>
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

**CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)**

(a) The COR for this contract is:

Name: **BRANDI CHANEY**

Mailing Address: **101 Strauss Ave, Indian Head Maryland 20640-5035**

Code: **PMB1** Telephone No.: **(301) 744-6491**

(b) The Alternate COR for this contract is:

Name: **TERRY HOWELLS**

Mailing Address: **101 Strauss Ave, Indian Head Maryland 20640-5035**

Code: **PMB** Telephone No.: **(301) 744-6299**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

**NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

	ESTIMATED		
ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
	\$	\$	

**TO BE PROVIDED ON INDIVIDUAL TASK ORDERS**

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 200,902 total man-hours (for the base year and each option year, if options are exercised) of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended as directed on individual delivery orders. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

**Labor Category**

**Estimated Yearly Hours**



Program Manager	5500
Senior Technologist	11000
Technologist	8000
Senior Analyst	8000
Analyst	15000
Instructional Systems Specialist	7000
Training Specialist	31702
Logistics Specialist	35000
Electronics Technician	8000
Mechanical Technician	8000
Computer Systems Specialist	7500
Administrative Assistant	6500
Data Management Specialist	10000
Graphics Specialist	6200
Office Automation Specialist	6500
Education Specialist	22000
Multi-media Specialist	5000
<b>TOTAL</b>	<b>200,902</b>

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THIS SAME (ESTIMATED) LEVEL OF EFFORT SHALL APPLY TO EACH YEAR OF THE CONTRACT PROVIDING THAT ALL OPTIONS ARE EXERCISED.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee (Required LOE - Expended LOE)} \\ \text{Required LOE}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct laborexpended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### **NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons who are identified on personnel matrix submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **GOVERNMENT-FURNISHED PROPERTY (FEB 1997) (NSWCIHD)**

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

**GFM WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS**

(b) The property will be delivered at the Governments expense at or near (The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

**ORDERING UNDER MULTIPLE AWARD CONTRACTS (FEB 1997) (NSWCIHD)**

In the event that multiple awards result from this solicitation, task orders will be issued, competed, evaluated and awarded in accordance with the specific terms and conditions of each delivery order which may include price, past performance, technical proposal, or a combination thereof. Fair Opportunity to compete for each individual order need not be given to awardees for a particular order over \$2500.00 due to (1) urgency of the task, (2) quality of past deliverables or (3) economy/efficiency interests as determined by the Contracting Officer.

**SECTION I - CONTRACT CLAUSES****ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (FEB 1997) (NSWCIIHD)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(d) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

**ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIIH)**

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable

price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

**252.201-7000 Contracting Officer's Representative. (DEC 1991)**

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602- 2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

**252.204-7004** Required Central Contractor Registration. MAR 1998

**252.209-7004** Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. MAR 1998

**52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award] through 60 months thereafter (providing options are exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

252.222-7005 Prohibition on Use of Nonimmigrant Aliens--Guam. SEP 1999  
 252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China. FEB 1999  
 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States. JUN 1998  
 52.202-1 Definitions. OCT 1995  
 52.203-3 Gratuities. APR 1984  
 52.203-5 Covenant Against Contingent Fees. APR 1984  
 52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995  
 52.203-7 Anti-Kickback Procedures. JUL 1995  
 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997  
 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997  
 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 1997  
 252.203-7001 Prohibition on persons convicted of fraud or other defense-contract-related felonies. MAR 1999  
 252.203-7002 Display of DoD Hotline Poster. DEC 1991  
 52.204-2 Security Requirements. AUG 1996  
 52.204-4 Printing/Copying Double-Sided on Recycled Paper. JUN 1996  
 252.204-7000 Disclosure of Information. DEC 1991  
 252.204-7003 Control of Government Personnel Work Product. APR 1992  
 252.205-7000 Provision of Information to Cooperative Agreement Holders. DEC 1991  
 52.208-9 Contractor Use of Mandatory Sources of Supply. MAR 1996  
 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995  
 252.209-7000 Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. NOV 1995  
 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. MAR 1998  
 52.211-15 Defense Priority and Allocation Requirements. SEP 1990  
 52.215-2 Audit and Records Negotiation JUN 1999  
 52.215-8 Order of Precedence--Uniform Contract Format OCT 1997  
 52.215-14 Integrity of Unit Prices OCT 1997  
 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Modifications OCT 1997  
 52.216-7 Allowable Cost and Payment. APR 1998  
 52.216-8 Fixed Fee. MAR 1997

**52.216-19 Order Limitations. (OCT 1995)**



(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within [ ] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [ ] days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.217-9 Option to Extend the Term of the Contract. (NOV 1999)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days after the effective date of the contract or within 365 days after exercising a previous option;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**.

52.219-6	Notice of Total Small Business Set-Aside.	JUL 1996
52.219-14	Limitations on Subcontracting.	DEC 1996
52.219-8	Utilization of Small Business Concerns.	OCT 1999
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor.	AUG 1996

**52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**52.222-26 Equal Opportunity. (FEB 1999)**

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to -

(i) Employment;

(ii) Upgrading;

- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in

compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35	Affirmative Action for Disabled Veterans and Veterans of	
the Vietnam Era.	APR 1998	
52.222-36	Affirmative Action for Workers with Disabilities.	JUN
1998		
52.222-37	Employment Reports on Disabled Veterans and Veterans of	
the Vietnam Era.	JAN 1999	
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.223-2	Clean Air and Water.	APR 1984
52.223-5	Pollution Prevention and Right-to-Know Information.	
	APR 1998	
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
52,223-7004	Drug - Free Work Force	SEP 1998
252.223-7006	Prohibition on storage and disposal of toxic and	
hazardous materials.	APR 1993	
52.225-11	Restrictions on Certain Foreign Purchases.	AUG 1998
252.225-7001	Buy American Act and Balance of Payments Program.	MAR
1998		
252.225-7002	Qualifying Country Sources as Subcontractors.	DEC
1991		
252.225-7012	Preference for Certain Domestic Commodities.	MAY 1999
252.225-7026	Reporting of contract performance outside the United	
States.	MAR 1998	
252.225-7031	Secondary Arab Boycott of Israel.	JUN 1992
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright	
Infringement.	AUG 1996	

**252.227-7013 Rights in Technical Data--Noncommercial Items. (NOV 1995)**

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds ;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes ;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.



(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:  
Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
\1\	\2\	\3\	\4\
(LIST).....	(LIST).....	(LIST)....	(LIST).....

\1\ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

\2\ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3\ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4\ Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights \_\_\_\_\_

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_  
(Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_  
(Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so,

without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

**252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (JUN 1995)**

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public ;

(ii) Has been offered for sale, lease, or license to the public ;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) ( i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include

computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled,



or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds ;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract

thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual

agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
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[(LIST)..... (LIST)..... (LIST)... (LIST).....]

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, octed.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer

software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. \_\_\_\_\_(Insert contract number)\_\_\_\_\_, License No.\_\_\_\_\_(Insert license identifier)\_\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the

Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery



processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

252.227-7016	Rights in bid or proposal information.	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software.	JUN 1995
252.227-7030	Technical Data Withholding of Payment	OCT 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
52.228-7	Insurance-Liability to Third Persons	MAR 1996
252.231-7000	Supplemental Cost Principles.	DEC 1991
52.232-9	Limitation on Withholding of Payment	APR 1984
52.232-17	Interest.	JUN 1996
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986

#### **52.232-25 Prompt Payment. (JUN 1997)**

(b) Contract financing payments - (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration.	MAY 1999
52.233-1	Disputes.	DEC 1998
52.233-3	Protest after Award. (AUG 1996) -- Alternate I	JUN 1985
52.237-10	Identification of Uncompensated Overtime.	OCT 1997
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
252.242-7004	Material Management and Accounting System.	SEP 1996

#### **252.243-7000 Engineering Change Proposals. (SEP 1999)**

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price\* or a "not less than" price\* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts\*\*.

(c) When the price\* of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price\*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

\*Use a term suitable for the type of contract

\*\*In cost reimbursement type contracts, replace this sentence with the following: "Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost."

252.243-7002	Requests for equitable adjustment. (MAR 1998)	
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
53.244-2	Subcontracts	AUG 1998
52.244-2	Subcontracts. (AUG 1998) -- Alternate I (AUG 1998)	
52.244-5	Competition in Subcontracting.	DEC 1996

**52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)**

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	JAN 1986
252.245-7001	Reports of Government Property.	MAY 1994
52.246-25	Limitation of Liability--Services.	FEB 1997
252.246-7000	Material Inspection and Receiving Report.	DEC 1991
52.247-63	Preference for US Flag Air Carriers	JAN 1997

**252.247-7023 Transportation of Supplies by Sea. (nov 1995)**

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with

parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number ;
- (2) Name of vessel ;
- (3) Vessel flag of registry ;
- (4) Date of loading ;
- (5) Port of loading ;
- (6) Port of final discharge ;
- (7) Description of commodity ;
- (8) Gross weight in pounds and cubic feet if available ;
- (9) Total ocean freight in U.S. dollars ; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief  
--

- (1) No ocean transportation was used in the performance of this contract ;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract ;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation ; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format :

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small

purchase limitation of section 13.000 of the Federal Acquisition Regulation.

**52.248-1 Value Engineering. (NOV 1999)**

52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources.	APR 1984

**252.251-7000 Ordering From Government Supply Sources. (MAY 1995)**

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from

\_\_\_\_\_ dated \_\_\_\_\_.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of

Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number]:

#### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

#### **52.253-1 Computer Generated Forms. (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.



**SECTION J - LIST OF ATTACHMENTS**

- (1)\* DD Form 254 - Department of Defense Contract Security Classification Specification
- (2) Contract Administration Plan
- (3) Wage Determination
- (4) Personnel Matrix

- **NOTE: A COMPLETED DD254 WILL BE PROVIDED AT THE TIME OF AWARD**

FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE  
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, data, or Freedom of Information inquiries.
  - b. Post award conference
  - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders  
(unless technical clarifications/questions can be resolved by the COR).
  - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
  - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
  - f. Issue order and obligate funds
  - g. Authorize overtime (only if provided for in contract)
  - h. Authorize performance to begin (includes emergencies)
  - i. Maintains oversight to assure that funds and contract scope are not exceeded.

- j. Monitoring the COR
  - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
  - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.
  - b. Providing copies of all government/contractor technical correspondence to the PCO.
  - c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
  - d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material travel, etc. to assure invoice is consistent with the delivery order and progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
  - e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).

- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW an DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of the level of effort between labor categories is within that allowed by the contract.
- m. If the delivery order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

- n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.
- o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).
- p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>Brandi Chaney</u>	<u>Code PMB1</u>	<u>(301) 744-6491</u>
	Name	Code	Telephone
PCO	<u>David E. Hall</u>	<u>Code 1142</u>	<u>(301) 744-6556</u>
	Name	Code	Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

**WAGE DETERMINATION NO: 94-2104 REV (14) AREA: DC,DISTRICT-WIDE**


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WAGE DETERMINATION NO: 94-2104 REV (14) AREA: DC ,DISTRICT-WIDE		
REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***		
		WASHINGTON D.C. 20210
William W.Gross	Division of	Wage Determination No.: 1994-2104
Director	Wage Determinations	Revision No.: 14
		Date Of Last Revision: 06/04/2000

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States: [h0h2](#)Maryland, Virginia

Area: [h1h3](#)Maryland Counties of Calvert, [h2h4](#)Charles, Frederick, Montgomery, Prince George's, St Mary's  
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	21.63
School Crossing Guard (Crosswalk Attendant )	8.60
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	13.68
Dispatcher, Motor Vehicle	14.33
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	13.64
General Clerk I	9.30
General Clerk II	10.92
General Clerk III	12.20
General Clerk IV	17.04
Housing Referral Assistant	17.20
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	11.65
Order Clerk II	12.88
Personnel Assistant (Employment) I	11.49
Personnel Assistant (Employment) II	12.54

Personnel Assistant (Employment) III	14.46
Personnel Assistant (Employment) IV	17.24
Production Control Clerk	16.30
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35
Secretary III	17.21
Secretary IV	19.57
Secretary V	22.01
Service Order Dispatcher	12.50
Stenographer I	13.72
Stenographer II	15.39
Supply Technician	19.57
Survey Worker (Interviewer)	13.68
Switchboard Operator-Receptionist	10.64
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	9.19
Travel Clerk II	9.87
Travel Clerk III	10.60
Word Processor I	10.85
Word Processor II	12.47
Word Processor III	15.47

## Automatic Data Processing Occupations

Computer Data Librarian	10.56
Computer Operator I	10.59
Computer Operator II	12.48
Computer Operator III	15.13
Computer Operator IV	17.11
Computer Operator V	18.41
Computer Programmer I (1)	17.08
Computer Programmer II (1)	20.04
Computer Programmer III (1)	23.46
Computer Programmer IV (1)	27.21
Computer Systems Analyst I (1)	21.34
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.87

## Automotive Service Occupations

Automotive Body Repairer, Fiberglass	19.03
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Service	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	13.85
Motor Vehicle Upholstery Worker	16.01
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.94
Transmission Repair Specialist	19.03

Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	8.19
Meat Cutter	13.65
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	8.21
Elevator Operator	8.60
Gardener	11.94
House Keeping Aid I	7.67
House Keeping Aid II	8.50
Janitor	8.47
Laborer, Grounds Maintenance	9.37
Maid or Houseman	7.61
Pest Controller	11.17
Refuse Collector	8.60
Tractor Operator	11.07
Window Cleaner	9.23
Health Occupations	
Dental Assistant	12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	10.92
Medical Laboratory Technician	10.92
Medical Record Clerk	10.92
Medical Record Technician	13.15
Nursing Assistant I	7.53
Nursing Assistant II	8.47
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	18.90
Registered Nurse II	21.19
Registered Nurse II, Specialist	21.19
Registered Nurse III	25.65
Registered Nurse III, Anesthetist	25.65
Registered Nurse IV	30.74
Information and Arts Occupations	



Audiovisual Librarian	18.95
Exhibits Specialist I	15.64
Exhibits Specialist II	19.56
Exhibits Specialist III	24.08
Illustrator I	15.64
Illustrator II	19.56
Illustrator III	24.08
Librarian	21.32
Library Technician	13.99
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations Assembler	6.93
Counter Attendant	6.93
Dry Cleaner	8.94
Finisher, Flatwork, Machine	6.93
Presser, Hand	6.93
Presser, Machine, Drycleaning	6.93
Presser, Machine, Shirts	6.93
Presser, Machine, Wearing Apparel, Laundry	6.93
Sewing Machine Operator	9.66
Tailor	10.35
Washer, Machine	7.60
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	12.68
Fuel Distribution System Operator	17.62
Material Coordinator	16.10
Material Expediter	16.10
Material Handling Laborer	10.36
Order Filler	13.21
Production Line Worker (Food Processing )	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II )	12.09
Store Worker I	8.61
Tools and Parts Attendant	14.77
Warehouse Specialist	13.05
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44

Electrician, Maintenance	19.20
Electronics Technician, Maintenance I	16.05
Electronics Technician, Maintenance II	20.49
Electronics Technician, Maintenance III	22.31
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.04
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	18.05
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.91
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	8.89
Park Attendant (Aide)	11.17
Photofinishing Worker	
(Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	11.11
Sales Clerk	8.03
Sport Official	8.89
Survey Party Chief (Chief of Party)	12.33
Surveying Aide	7.33
Surveying Technician	
(Instr. Person/Surveyor Asst./ Instr.)	11.21

Swimming Pool Operator	11.87
Vending Machine Attendant	9.68
Vending Machine Repairer	11.90
Vending Machine Repairer Helper	9.68
Personal Needs Occupations	
Child Care Attendant	8.99
Child Care Center Clerk	12.54
Chore Aid	7.61
Homemaker	14.35
Plant and System Operation Occupations	
Boiler Tender	19.03
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	12.39
Corrections Officer	17.69
Court Security Officer	18.18
Detention Officer	17.69
Firefighter	18.84
Guard I	8.80
Guard II	11.59
Police Officer I	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2 )	26.40
Air Traffic Control Specialist, Station (2 )	18.14
Air Traffic Control Specialist, Terminal (2 )	20.30
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.50
Cashier	7.75
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.34
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	13.74
Engineering Technician II	15.95
Engineering Technician III	19.17
Engineering Technician IV	21.99
Engineering Technician V	26.90
Engineering Technician VI	32.55

Environmental Technician	18.91
Flight Simulator/Instructor (Pilot )	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	19.13
Paralegal/Legal Assistant I	14.53
Paralegal/Legal Assistant II	18.53
Paralegal/Legal Assistant III	22.67
Paralegal/Legal Assistant IV	27.43
Photooptics Technician	21.06
Technical Writer	19.90
Unexploded (UXO) Safety Escort	16.92
Unexploded (UXO) Sweep Personnel	16.92
Unexploded Ordnance (UXO) Technician I	16.92
Unexploded Ordnance (UXO) Technician II	20.47
Unexploded Ordnance (UXO) Technician III	24.53
Weather Observer, Combined	
Upper Air and Surface Programs (3 )	15.13
Weather Observer, Senior (3 )	17.62
Weather Observer, Upper Air (3 )	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.70
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)  
(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise

indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS  
OR QUOTERS**

**52.203-11 Certification and Disclosure Regarding Payments to Influence  
Certain Federal Transactions. (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.



**52.204-3 Taxpayer Identification. (OCT 1998)**

## (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (MAR 1998)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya,

North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award". In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7003 Compliance with Veterans' Employment Reporting  
Requirements. MAR 1998

#### **52.215-6 Place of Performance. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**52.219-1 Small Business Program Representations. (MAY 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is **8711**.

(2) The small business size standard is **\$20 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent

of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.219-1 Small Business Program Representations. (MAY 1999) -- Alternate I (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent

of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The offeror represents that -

(a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (\_\_\_) has, (\_\_\_) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 Affirmative Action Compliance. (APR 1984)**

The offeror represents that -

(a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.223-1 Clean Air and Water Certification. (APR 1984)**



The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is \_\_\_ is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities ;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20

through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

\_\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**252.225-7000 Buy American Act - Balance of Payments Program Certificate. (SEP 1999)**

(a) "Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) "Evaluation." Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) "Certifications." (1) The Offeror certifies that --

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line item No.	Country of origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line item No.	Country of origin (If known)

252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China. FEB 1999

**252.227-7028 Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

52.204-6	Data Universal Numbering System (DUNS) Number.	JUN
1999		
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting.	
	AUG 1999	

**52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

**52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market ;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a Cost Reimbursement Term (Level Of Effort)/Indefinite Delivery, Indefinite Quantity Contract resulting from this solicitation.

52.216-27

Single or Multiple Awards.

OCT 1995

252.217-7026	Identification of Sources of Supply.	NOV 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance	
Evaluation.	FEB 1999	
52.222-46	Evaluation of Compensation for Professional Employees.	
	FEB 1993	

**252.227-7017 Identification and assertion of use, release, or disclosure restrictions. (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data	Basis for	Asserted	Name of
----------------	-----------	----------	---------

or Computer	assertion	rights	person
Software to be	**	category	asserting
furnished with		***	restrictions
restrictions*			****

[(LIST)\*\*\*\*\*.... (LIST)..... (LIST).... (LIST)....]

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

52.232-38 Submission of Electronic Funds Transfer Information with

Offer.

MAY 1999

**52.233-2 Service of Protest. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

**Resume Requirements**

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)**

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

- (a) DIRECT LABOR - Identify the various labor categories intended for



use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**SECTION L PROPOSAL REQUIREMENTS (APR 1997) (NSWCIHD)**

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. The contracting officer is David E. Hall (301)744-6556 or email at hallde@ih.navy.mil.

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS** (Listed in order of importance) and **SHALL PROVIDE THE FOLLOWING INFORMATION:**

- A. Offeror Submission
- B. Offeror Capability
- C. Cost/Price

**A. OFFEROR SUBMISSION**

Offeror submission is defined as the information, **all the information**, required by the RFP. An offeror must provide all the information in the explicit format required by the RFP and adhere explicitly to the instructions of this RFP in submitting the information. Failure to do so may result in an offeror's submission being determined unacceptable. An offeror's submission shall consist of, without exception, the following:

**A volume labeled as - Volume I - containing** the offer/proposal, containing the SF33 duly signed, all sections (A thru M) of the uniform contract format with all the information required by each section/clause provided. (2 copies)

**A volume labeled as - Volume II - containing** the capability information (not considered a part of the offer/proposal) required by the Offeror Capability factor in Section L of the RFP. (5 copies)

**NOTE: The incumbent, identified as National Technologies Association (NTA) is, at their option, not required to submit Volume II. The Government will assign a LOCAR rating based on historical data acquired during the past five(5) years performance under contract N00174-95-D-0007.**

**A volume labeled as - Volume III - containing** the cost/price information as set forth herein. (2 copies)

## **B. OFFEROR CAPABILITY**

Submission shall not exceed 25 single side pages using Times New Roman (or similar) font not less than 12 pitch/point. The past performance information as well as any personnel resumes required are excluded from the 25 page limit.

**OFFEROR SHALL ADDRESS THE FOLLOWING CAPABILITY SUBFACTORS:** (In order of importance unless otherwise noted)

### **B1) OFFEROR EXPERIENCE**

The offeror shall provide evidence that demonstrates, during the past five (5) years, the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties, and risks associated with performing the kind of work required under the prospective contract. Specific reference shall be made to the specific statement of work task area to which the offeror thinks the experience is relevant. The offeror shall identify Federal, state, and local government, as well as private sector contracts performed by them in the last five (5) years including contract number, point of contact, address/telephone number of person who can substantiate the information provided. Offeror shall identify whether the work was performed as a prime contractor or as a subcontractor. Offeror shall provide information on problems encountered on the identified contracts and the corrective actions taken to resolve those issues.

Offeror shall not parrot the Statement of Work task descriptions. This shall be considered ineffective in supporting the offeror's experience gained in a particular task area.

### **B2) PERSONNEL**

The offeror shall demonstrate to what extent ALL (key as well as non-key) proposed personnel meet the qualifications of their respective labor category referenced in Section C, the section entitled Personnel Qualifications. Current information about their work experience, education, and whether the person is presently employed with the prime or a teamed subcontractor member

or if the person is being offered under a letter of intent (a signed letter of intent shall be included). This information shall be submitted on the Personnel Matrix contained in Section J of the RFP.

Additionally, the offeror shall provide a resume (not to exceed five (5) pages) for the proposed program manager. Other key personnel (key personnel labor categories are identified in Section C) shall be addressed in a key personnel summary describing specific experience and specialized qualifications (not to exceed five (5) pages). The program manager must be currently employed by the offeror or a contingent letter signed by both parties must be provided. The program manager shall be the person that will be assigned to the contract should the offeror receive an award.

### **B3) CORPORATE MANAGEMENT CAPABILITY**

Offeror shall address the following:

- i) the methods the offeror intends to use to maintain close liaison with the Contracting Officer's Representative (COR) and the program office; method of overall supervision and immediate supervision of work tasks at the corporate level and at the work site;
- ii) how each subcontractor will be integrated into the overall management approach; the method and allocation of subcontractor resources of performance of tasks; provide evidence of any previous associations, if any, with teamed sub members;
- iii) details of the reporting system available for monitoring qualitative and quantitative aspects of contract performance including financial monitoring and reporting; plan for controlling costs and ensuring quality of deliverables;
- iv) brief demonstration of information technology equipment/software available for deployment in the performance of tasks

**B4) PAST PERFORMANCE** (Past Performance shall be evaluated by the contracting officer or a designee)(Past Performance is equal in value to all the other capability subfactors)

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years satisfied its customers and complied with federal, state, and local laws and regulations. Offeror shall provide a minimum of three (3) references who will be able to provide information regarding the offeror's past performance during the past three (3) years in the following areas:

- 1) the quality and timeliness of the offeror's work;
- 2) the reasonableness of its prices, costs, and claims;
- 3) the reasonableness of its business behavior, i.e., its willingness to cooperate and helpfulness in solving problems;
- 4) its concern for the interests of its customers;
- 5) its integrity

Data reference sheets shall contain the following information:

- 1) Contract Number
- 2) Who was the contract with (name of agency/company)
- 3) Point of contact and telephone number of the contracting representative at the organization
- 4) Dollar value of the contract
- 5) Detailed description of the work performed
- 6) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- 7) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

Offerors shall provide the past performance information or affirmatively state that it possesses no relevant, directly related, or similar past performance or risk being determined ineligible for award. Failure of an offeror's references to respond within the allotted time frame will result in the inability of the Government to rank the offeror's past performance and will effect the overall LOCAR.

#### C. COST/PRICE INFORMATION

The cost/price information shall include a complete cost breakdown with all supporting documentation stating the basis for the amount of each cost element in accordance with Public Law 87-653 and use of indirect rates including overhead, fringe, general and administrative (G&A), and fee. The proposal shall clearly show individual rates and indicate the application of those rates to the selected base is in accordance with the offeror's approved accounting practices. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate sealed cover if necessary.

The cost information shall be submitted (in addition to hard copy) on **disk in Excel 7.0 format**.

The cost/price proposal shall include information regarding the general financial condition of the offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

If the offeror is currently being audited or has been audited in the past by **the Defense Contract Audit Agency (DCAA)**, the offeror shall furnish the name, **phone number**, location and point of contact of the assigned DCAA office as

part of the cost/price proposal.

## SECTION M - EVALUATION FACTORS FOR AWARD

### 1. GENERAL:

The government shall award a contract resulting from this solicitation to the responsible offeror whose submission, containing the offer/proposal, and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once the government arrives at an expected value for each offeror, the government will make a series of comparisons among the offerors by comparing the expected values to the realized/evaluated price or cost and fee. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

Upon receipt of submissions at RFP closing, acceptability shall be documented. Evaluation of an offeror's submission is a pass/fail factor. In order for an offeror to "pass" the explicit instructions set forth in the description of Factor A - Offeror Submission shall be adhered to. Evaluation of any additional offeror's information shall be conducted only after an offeror's submission is determined to "pass". Submissions that "fail" shall be excluded from further consideration unless, at the discretion of the Contracting Officer, and a determination that it is in the Government's best interest to do so, the Contracting Officer decides to allow the submission to proceed through the evaluation process.

The Government will consider any offer (Volume I) that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions, and only if allowed by the Government.

The government will consider any omission (Volume II and/or III) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of submissions may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily. Volumes II and III constitute other information and are NOT considered a part of the offer/proposal, Volume I.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offers and/or submissions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers and/or submissions accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis on initial offers and/or submissions

received, without discussion. Therefore, each offer and/or submission should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

## **2. EVALUATION FACTORS**

Requirement is to be awarded on a "Best Value" Basis, i.e., cost and technical trade off, using the **LEVEL OF CONFIDENCE ASSESSMENT RATING (LOCAR)** methodology based upon the following factors: (in order of importance)

- A. Offeror Submission**
- B. Offeror Capability**
  - B1) Offeror Experience**
  - B2) Personnel**
  - B3) Corporate Management**
  - B4) Past Performance (Note: Past Performance is equal in value to B1,B2, and B3 combined)**
- C. Price or Estimated Cost and Fee**



**RELATIVE IMPORTANCE OF THE EVALUATION FACTORS :** Since an Offeror's Submission must be acceptable for an offeror to be eligible for award and, since the government will evaluate acceptability on a pass or fail basis, acceptability of the Offeror's Submission is the most important factor. In deciding which of the offerors submitting an acceptable Submission is the best overall value the government will consider an offeror's capability (to include past performance) and the government's level of confidence in that capability to be significantly more important than price.

### 3. LEVEL OF CONFIDENCE AND EXPECTED VALUE:

The government shall consider three ratings (the score for capability subfactors B1,B2, and B3) along with the past performance rating to arrive at its level of confidence for the offeror (the LOCAR) using the following descriptors for the specific range of scores achievable for the LOCAR: (Maximum 1.00)

An offeror considered Most likely to succeed	.95 to 1.00
An offeror considered More likely to succeed	.6 to .94
An offeror considered to have a Fifty/fifty chance of success	.5
An offeror considered More likely to fail	0 to .4

As an example, to achieve the LOCAR, assume the following scenario:

<u>OFFEROR</u>	<u>PAST PERFORMANCE</u>	<u>SUBFACTOR B1,B2 &amp; B3 SCORE</u>	<u>LOCAR</u>
A	Neutral	.9	.8
B	Good	.7	.6
C	Excellent	.8	.95
D	Poor	.5	.3
E *	N/A	NONE	0
F **	N/A	N/A	.95

\* Offeror E's submission was determined to "fail" Factor A therefore offeror's past performance and other capability information were not evaluated in accordance with Factor A. An offeror whose submission is determined to "fail" receives no further evaluation.

\*\* The incumbent (the LOCAR in this example does not necessarily reflect the actual score that the team, inclusive of the contracting officer, as a group will assign to the incumbent if the incumbent elects not to submit information with respect to Factor B)

NOTE: There are no numerical algorithms derived from this example. The ratings are purely subjective and the example only intended to demonstrate how the evaluation process is conducted.

The government's level of confidence rating (LOCAR) developed on the basis of the offeror's **past performance rating** and the offeror's **score for other capability subfactors** as exemplified above, and the offeror's acceptability score received with regards to Factor A, shall be used to determine an expected value for each offeror as follows in this example:

<u>ACCEPTABILITY</u>	<u>EXPECTED</u>					
<u>OFFEROR</u>	<u>VALUE</u>	X	<u>LOCAR</u>	=	<u>VALUE</u>	<u>PRICE***</u>

A	100	x	.8	=	80	\$41M
B	100	x	.6	=	60	\$51M
C	100	x	.95	=	95	\$48M
D	100	x	.3	=	30	\$59M
E	0 *	x	0	=	0	\$48M
F	100 **	x	.95	=	95	\$47M

\* Submission deemed to "Fail" in accordance with Factor A

\*\* The Incumbent

\*\*\* Evaluated Price

As soon as the expected value of every acceptable submission has been determined, the price will be added to the chart above, as shown, and offeror's will be compared making value and price tradeoffs, and award will be made to the offeror whose submission offers the best overall value. If the offeror with the better expected value has the lower price then that offeror is clearly the Best Value. If the offeror with the better expected value has the highest or higher price, then a determination must be made whether the difference in expected value is worth the difference in price. The government will consider the elements that led up to the scores received for all factors in making its best overall judgement. The government reserves the exclusive right to determine which offeror(s) offer the best overall value. In the scenario in the example the government would most likely make a multiple award to Offeror C and Offeror F with the possible inclusion of Offeror A.

#### PRICE OR COST AND FEE EVALUATION

Price analysis, cost analysis, or cost realism analysis may be conducted on the data submitted to arrive at a realistic evaluated cost. This evaluated cost shall be used in the LOCAR rating system and the trade off analysis along with the expected value to determine the offeror who presents the best overall value to the government.

#### LEVEL OF EFFORT - FOR EVALUATION PURPOSES ONLY (FEB 1997) (NSWCIHD)

This estimated composition of the total man-hours of direct labor by classification and ODCS NTE is as follows:

<u>Labor Category</u>	<u>Estimated Yearly Hours</u>
Program Manager	5500
Senior Technologist	11000
Technologist	8000
Senior Analyst	8000
Analyst	15000
Instructional Systems Specialist	7000
Training Specialist	31702
Logistics Specialist	35000
Electronics Technician	8000
Mechanical Technician	8000
Computer Systems Specialist	7500
Administrative Assistant	6500
Data Management Specialist	10000
Graphics Specialist	6200

Office Automation Specialist	6500
Education Specialist	22000
Multi-media Specialist	5000
<b>TOTAL</b>	<b>200,902</b>

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THIS SAME (ESTIMATED) LEVEL OF EFFORT SHALL APPLY TO EACH YEAR OF THE CONTRACT PROVIDING THAT ALL OPTIONS ARE EXERCISED.

**FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

**REQUIREMENTS CONCERNING WORK WEEK (MAY 1993)**

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

**NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT (S) OF INTEREST (NAVSEA)  
(JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract (s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract (s) or for a period after completion of the "support" contracts. Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contracts (s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

52.217-5

Evaluation of Options.

JUL 1990

**COST REALISM (JUN 1993) (IHD/NSWC)**

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

**EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.



## EMPLOYEE STAFFING MATRIX

[illegible]

This staffing matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

Letter of Intent Column X=Yes Blank = No

Employee Experience SOW Task Columns X = Yes Blank = No

Perkins Technical Services, Inc.  
690 Discovery Drive-Research Park  
Huntsville, Al. 35806

Larry W. Barks  
Information Resources Management, Ltd.  
21585 Three Notch Road, Suite 3  
Lexington Park, MD 20653

Requestor: Richard Basch  
Organization Name: A-TEK, Inc.  
Address: 201-B Royal Street SE  
Leesburg, VA 20175

Mary Benjamin  
DCS Corporation  
1330 Braddock Place  
Alexandria,VA 22314

Jerry A. Brady  
SSB,INC  
3702 Pender Drive, Suite 402  
Fairfax, Va. 22030

Margaret Brandis  
Applied Resources, Inc.  
1700 N. Moore Street, Suite 1500  
Arlington, VA 22209

Thomas R. Brandt  
Southeastern Computer Consultants, Inc.  
5332 Thunder Creek Road  
Suite 101  
Austin, TX 78759

Enterprise Engineering, Inc. (small woman owned business)  
7830 Backlick Road  
Suite 200  
Springfield, VA 22150

Name of Requestor: David Cadenhead  
Organization Name: AOT, Inc.  
Address: 103 Paul Mellon Court, Suite A, Waldorf, MD 20602

Mary Charbonneau  
Eagle Systems and Services, Inc.  
P.O. Box 207  
Lawton, OK 73502

Veridian Engineering, Inc.  
22309 Exploration Drive  
Lexington Park, MD 20653  
Attn: Ms. Michelle Cheseldine



Steve Westerlund  
Aquasis Services Inc.  
P.O. Box 2605  
Pensacola, FL 32513-2605

DUCOM, Inc  
850 Sligo Avenue  
Suite 700  
Silver Spring, MD 20910

Fred Schobert, CACI, 14151 Park Meadow Drive,  
Chantilly, Virginia

Leroy Haulsey  
Haulsey Engineering, Inc.  
3110 Camino del Rio South  
Suite A-216  
San Diego, CA 92108

name: John W. Van Note  
org name: Resource Consultants, Inc.  
address: 75 James Way  
Southampton, PA 18966

The requestor : Thomas E. Mitchell, VP Special Operations and Defense Programs  
Company: Research Planning, Inc. (RPI)  
Address: 6400 Arlington Blvd. (Suite 1100)  
Falls Church, VA 22042

Richard Smith, Ed.D.  
AmerInd, Inc.  
2400 West Michigan Ave., Suite 8  
Pensacola, FL 32526

Rod Schroeder  
RBC, Incorporated  
44423 Airport Road, Suite 200  
California, MD 20619

Requestor: Chuck Lambeck/Ricky Freeman  
Organization: TESCO, Inc.  
Address: 3233 Executive Park Circle  
Mobile, AL 36606-2844

Mr. Tim Regan  
Director, Business Development  
NV Enterprises, Inc.  
11491 Sunset Hills Rd.  
Reston, VA 20190

Requestor: Floyd Crisp  
Organization: Group 81, Incorporated  
2800 Shirlington Road,  
Suite 802  
Arlington, VA. 22206

Name of the requestor: Jeremiah Cronin  
Organization Name: EER Systems - Training Systems Division  
Address: 103-A Research Drive  
Telephone: Hampton, Virginia 23666-1340

POC: Mike Dale  
Address: 6508 Pleasant Run Rd., Colleyville, TX 76034  
Telephone: 817/514-6457

De Anna Vouvakis, Program Analyst  
SY Technology, Inc.  
1745 Jefferson Davis Highway  
Crystal Square 4, Suite 1000  
Arlington, VA 22202

Requestor: DeLloyd Voorhees, Jr.  
Organization: Jardon and Howard Technologies, Inc. (JHT)  
Address: 5514 Lake Howell Road  
Winter Park, Florida 32972

Name of Requestor: Douglas B. Elam  
Organization Name: Humanalysis, Inc.  
Address: 1917 Blossom Lane, Maitland, FL 32751-3538

RICOMM Systems, Inc.  
108E Centre Blvd  
Marlton, NJ 08053

Thomas Fleischman  
Spectrum Sciences, Inc.  
44425 Airport Road  
Suite 160  
California, MD 20619

Name of the requestor: David A. Fontana  
Organization name: ITT Industries, Inc., Advanced Engineering and Sciences  
Division  
Address: 2560 Huntington Ave, Alexandria, VA 22303-1410

INPUT  
1921 Gallows Rd., Suite 250  
Vienna, VA 22182

Vince Carlos Gaitani with Tri Star Engineering. Address is:  
1414 H Street Bedford, IN 47421.

Integrated Information Solutions, Inc.  
9411 Main Street, Suite 201  
Manassas, Virginia 20110

Dr. Stuart Gittelman  
Director, Government Operations  
Interactive Media Corporation  
7918 Jones Branch Drive, Ste. 400  
McLean, VA 22102

Ron Gorsline  
ADI Technology Corporation  
420 North Center Drive, Building 11, Suite 208  
Norfolk, VA 23502

Name of the requestor: Dave Hutchings  
Organization name: Teledyne Brown Engineering, Inc.  
Address: 300 Sparkman Drive  
Mailstop 172  
Huntsville, AL 35805

Name of the requestor: Kirk L. Hoy  
Organization name: Summit Engineering Group  
Organization address: 2407 Berry Thicket Court  
Waldorf, Maryland 20603

John W. Giles,  
4308 Arajo Court  
Orlando, FL 32812

Requestor: Bruce A. Kaiser  
Organization: Systems Management Technology, Inc.  
Address: 3300 North Fairfax Drive, Suite 308  
Arlington, VA 22201

Name of Company: HUBCO c/o Unified Industries Inc.  
POC: Dawn Knapp  
Post Office Mailing Address: 6551 Loisdale Court, Suite 400  
Springfield, VA 22150-1854

James Korczak  
Summit Professional Resources, LLC  
486 Schooley's Mountain Rd.  
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Hackettstown, NJ 07840

**Joan Lillich**, Director of Training Business Development  
Universal Systems Inc.  
14585 Avion Parkway  
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Russ Loughlin  
Innovative Technologies Corporation  
1020 Woodman Drive  
Dayton, OH 45432-1410

Nancie Lumpkins  
President/CEO  
Imagine One Technology & Management, Ltd.  
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Pt. Royal, VA 22535

Horace Matthews  
EER Systems, Inc.  
3750 Centerview Drive  
Chantilly, VA 20151

Northwest Training Systems, Inc.  
1446 SE Hawthorne Blvd.  
Portland, Oregon 97214

M.W. "Mike" Menser  
OMEGA Training Group, Inc.  
7201 Moon Road  
Columbus, GA 31909

POC: Carl Miles, Business Development  
Phone: 407-894-5575

Laurie Mora  
Analysis and Technology, an Anteon Company  
44427 Airport Road, Suite 200  
California MD 20619

Advanced Systems Technology, Inc. (AST)  
POC Paul Jemison or Terry Anderson  
Mail: P.O. Box 2305, Lawton, OK 73502-2305  
Ship: 4111 W. Gore Blvd, Lawton, OK 735505

Amy Smith  
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2531 Jefferson Davis Highway  
Arlington, VA 22202-3917

Name of the requestor: John R. Betts, Jr.  
Organization: National Technologies Associates, Inc.  
Address: 4457 Indian Head Highway  
Indian Head, MD 20640

Requestor: Donald Patterson  
Company: DP Associates Inc.  
Address: 3401 Columbia Pike  
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Arlington, VA 22204

Name of the requestor: N. E. Owens  
Organization: EDS Simulatons and Logistics Solutions  
12443 Research Parkway, Suite 306  
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Mr. Bob Kobes  
Edmond Scientific Company  
5404 Sideburn Road  
Fairfax, Virginia 22032

Donna Reddout  
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Eagle Systems and Services, Incorporated  
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Name of the requestor: Bill Redeen, Chief Technology Officer  
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Address: 10430 Snow Point Drive, Bethesda, MD 20814

Ursula Rhodes  
PROSOFT  
477 Viking Drive, Ste 400  
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POC: Hezekiah M. Richardson  
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Alan Russo  
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Michael Seldes  
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CAM SYSTEMS, INC  
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CLINTON, MD 20735

National Technologies Associates Inc., 22738 Maple Road, Lexington Park, MD.  
STE 105,

Name of Requestor: Debbie St.Clair  
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Requestor: Dr. Clara Stier  
Organization: Camber Corporation  
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Joyce Villella  
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(ESET)  
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Requestor: Sharon Wolford  
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